Ameritech

January 14, 1997

Ed Cardella
AT&T
227 W. Monroe
Chicago, Illinois 60606

Dear Mr. Cardella:

Bonnie Hemphill has forwarded your January 7, 1997 letter to me. As requested, Ameritech will treat your request as a BFR rather than as a information request as referenced in your initial (December 24, 1996) correspondence. With the clarification of your service needs and the more specific description of your service requirements in Attachment A of your most recent correspondence Ameritech now has a better understanding of your request. Absent detailed specific information from AT&T, Ameritech could waste significant time and money ascertaining what AT&T desired or inadvertently designing a solution which answers the BFR but does not do so in the manner envisioned by AT&T.

Ameritech has reviewed AT&T's original BFR form along with the additional information provided in your January 7 letter and its Attachment A. Ameritech now has adequate information to begin processing your BFR for routing of all OS/DA calls originating from AT&T local service end user customers served by resale to the AT&T provided operator services and directory assistance platform(s). Although you have not yet ordered unbundled local switching, we understand that you wish to determine the feasibility of using custom routing to your OS/DA platform from unbundled local switching. The following dates have been assigned to the processing of your request:
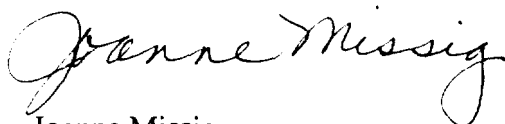
Date Response Required
                                             to AT&T

Acknowledgment of receipt of your
completed request (5 business days)   1/14/97

Completion of Initial Evaluation of
BFR (30 days)   2/06/97

Completion of Any Additional Product
Development Work - If required (60 days)
(IN, MI, OH, WI)   3/08/97

Completion of Any Additional Product
Development Work - If required (120 days) IL   5/07/97

These dates are based on our receipt of the completed request on January 7, 1997, i.e.,
when we received enough information to allow Ameritech to proceed in processing your
request, and will reflect the specific schedules applicable to each state.

As you know, AT&T and Ameritech have negotiated separate interconnection agreements
in each of the five states in the Ameritech region. Each of these agreements has slightly
different requirements and schedules as required by the arbitration process and the
individual state regulatory commissions. Because of these separate requirements, it is
necessary to process your request as five separate requests – one for each state. This will
not hold up your request - Ameritech will simply consider the information already
provided by AT&T to meet this need. However, Ameritech does need AT&T to forward
the additional deposits (4 x $2,000.00 = $8,000.00) if AT&T desires these requests to be
processed under Option 1 which limits AT&T's liability for the costs incurred by
Ameritech for the "initial 30 days" evaluation to $2,000.00 per BFR. Alternatively,
Ameritech could process one state under Option 1 and the other four under Option 2
(which does not limit AT&T's liability) or Ameritech could return AT&T's check and
process all 5 states under Option 2. Please notify us within the next five business days as
to how you wish Ameritech to proceed, or Ameritech will assume that you wish to have it
apply the $2,000.00 - as a deposit on the Illinois request and that the requests for the other
four states will be processed without a deposit.

As described in the BFR form, I am the single point of contact for the processing of all BFRs. Should Ameritech's SMEs find that they need any additional information to process your request I will work with you and Bonnie Hemphill to set up any required contacts. Please feel free to contact me at (810)443-9900 or by facsimile at (810)483-3738 any time regarding your request.

Sincerely,

Joanne Missig
Bona Fide Request Manager

cc: Bonnie Hemphill

Ameritech.

February 6, 1997

Ed Cardella
AT&T Communications, Inc.
227 W. Monroe, Suite 20SH11
Chicago, IL 60606

Dear Mr. Cardella:

For the State of Illinois, Ameritech has completed its preliminary analysis of AT&T's Bona Fide Request (BFR) for routing of operator service and directory assistance (OS/DA) traffic originated by AT&T end user customers served by either resale or unbundled local switching to AT&T's OS/DA platform. Per AT&T's request, Ameritech has investigated a method of implementation for each of its central offices which requires duplication of all line class codes utilized by Ameritech to provide service to Ameritech's retail customers. Due to the technology employed and lacking specific information about the configuration of AT&T's network in scenarios utilizing unbundled local switching (ULS), Ameritech expects that ULS will require fewer line class codes than resale.

Ameritech has determined that routing of OS/DA calls originated by AT&T end user customers served by Ameritech switching to AT&T's OS/DA platform in Illinois is currently generally technically feasible from all of Ameritech's switches. However, capacity limitations in some offices may inhibit Ameritech's ability to provide such routing in specific offices, or may require construction or upgrading of the switch software at AT&T expense. Due to the greater number of line class codes required to provide resale services, it may be possible to fulfill AT&T's OS/DA routing requirements for ULS in a given office, but not resale. Further, the circumstances involving a specific switch will change over time, and although it maybe feasible to provide OS/DA routing to AT&T's OS/DA platform from a specific switch today, either construction or software upgrades may be required to increase the switch's capacity to accommodate AT&T's request in the future. There is also a small possibility that AT&T's request may become infeasible in the future.

If AT&T authorizes Ameritech to proceed with this request, within three weeks from the receipt of AT&T's authorization, Ameritech will provide a list of the end offices for which the OS/DA routing option for resale and/or unbundled local switching is not currently available. This availability analysis is valid at the time it is completed and is subject to change at any time, based on the use of line class codes to serve other CLECS and Ameritech retail customers. If AT&T, through a Bona Fide request, orders routing for OS/DA traffic to the AT&T OS/DA platform in a specific Ameritech Illinois end office, Ameritech will re-verify the availability for that office at that time.

Should AT&T submit a BFR order for OS/DA routing to AT&T's OS/DA platform where an existing switch lacks the capacity or capability to provide the routing without software upgrades or construction of additional switching capacity, Ameritech will provide an estimate of the cost to undertake any technically feasible alternative made available by the specific switch vendor, short of complete switch replacement.

With respect to the portion of AT&T's BFR which requests a list of Ameritech's switches, there address and type, this information is available in the Local Exchange Routing Guide (LERG).

In your letter of January 16, 1997, you also asked for clarification regarding your $2,000.00 deposit. Ameritech agrees that the Interconnection Agreement, Schedule 2.2 does not require that you pay (or that Ameritech accept) a deposit that limits AT&T's liability for the costs of developing the initial assessment. The deposit option was offered voluntarily by Ameritech and need not be accepted by AT&T. Under Ameritech's offer, the $2,000.00 deposit and cap applies to each BFR, and since there are five different ones involved here (one for each state) a total deposit and cap of $10,00.00 applies. This is true since different rules and time frames apply to each state. If you wish to decline this offer, Ameritech will process your BFRs under Schedule 2.2 and will bill you its entire costs for the initial 30 day evaluation.

Therefore, Ameritech sees three possible courses of action with respect to the processing of AT&T's BFRs and AT&T's payment to Ameritech for its costs incurred: 1) Ameritech can apply AT&T's initial $2,000.00 deposit to the state of its choice and bill AT&T the full cost of processing its request in the other four states, 2) AT&T can provide a $2,000.00 deposit for each of the other four states (an additional $8,000.00) to limit its liability to $2,000.00 per BFR and Ameritech will refund any surplus over its processing costs or 3) Ameritech will refund AT&T's original $2,000.00 deposit and bill AT&T for all of Ameritech's costs incurred in its initial evaluation of AT&T's BFRs. Please advise Ameritech of the course of action you wish it to pursue within the next five days.

Pending receipt of your instructions for the application of your deposit, Ameritech is only able to indicate that the costs incurred for the initial evaluation of your BFR for Illinois did not exceed $2,000.00. If AT&T authorized Ameritech to proceed in completing the processing of its request, the additional costs for completing this phase of the request are estimated to be no more than $8,631.00 for Illinois.

Since the current capacity of Ameritech's switches can quickly change, this proposal is valid for thirty (30) days from the date hereof, at which time it is automatically withdrawn unless Ameritech has received your signed acceptance. I have enclosed a copy of this letter with an acceptance at the bottom. You must accept Ameritech's above proposal by having an duly authorized manager of AT&T sign the attached acceptance and return it to me. You may also fax a copy to me. If you have any questions or comments, please call me on (810)443-9900.

Sincerely,

Joanne Missig
Bona Fide Request Manager

cc: Bonnie Hemphill

AT&T hereby accepts Ameritech's offer to provide a list of its offices that do not have the current capability to provide OS/DA custom routing in accordance with the above described terms and conditions. By accepting this offer, AT&T agrees to compensate Ameritech for any costs that it has or will incur in ascertaining the capacity of its switches to accommodate AT&T's request and to prepare the requested list, up to the sum of $8,631.00. AT&T may cancel its request at any time by submitting to Ameritech's BFR Manager a written and signed cancellation, in which way AT&T will not be responsible for any further costs incurred by Ameritech after the date that Ameritech's BFR Manager actually receives the written and signed cancellation.

AT&T
By:_____
    (Signature)

_____
    (Name)
Its:_____
    (Title)

Ameritech.

February 6, 1997

Ed Cardella
AT&T Communications, Inc.
227 W. Monroe, Suite 20SH11
Chicago, IL 60606

Dear Mr. Cardella:

For the State of Indiana, Ameritech has completed its preliminary analysis of AT&T's
Bona Fide Request (BFR) for routing of operator service and directory assistance
(OS/DA) traffic originated by AT&T end user customers served by either resale or
unbundled local switching to AT&T's OS/DA platform. Per AT&T's request, Ameritech
has investigated a method of implementation for each of its central offices which requires
duplication of all line class codes utilized by Ameritech to provide service to Ameritech's
retail customers. Due to the technology employed and lacking specific information about
the configuration of AT&T's network in scenarios utilizing unbundled local switching
(ULS), Ameritech expects that ULS will require fewer line class codes than resale.

Ameritech has determined that routing of OS/DA calls originated by AT&T end user
customers served by Ameritech switching to AT&T's OS/DA platform in Indiana is
currently generally technically feasible from all of Ameritech's switches. However,
capacity limitations in some offices may inhibit Ameritech's ability to provide such
routing in specific offices, or may require construction or upgrading of the switch
software at AT&T expense. Due to the greater number of line class codes required to
provide resale services, it may be possible to fulfill AT&T's OS/DA routing requirements
for ULS in a given office, but not resale. Further, the circumstances involving a specific
switch will change over time, and although it maybe feasible to provide OS/DA routing
to AT&T's OS/DA platform from a specific switch today, either construction or software
upgrades may be required to increase the switch's capacity to accommodate AT&T's
request in the future. There is also a small possibility that AT&T's request may become
infeasible in the future.

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If AT&T authorizes Ameritech to proceed with this request, within three weeks from the receipt of AT&T's authorization, Ameritech will provide a list of the end offices for which the OS/DA routing option for resale and/or unbundled local switching is not currently available. This availability analysis is valid at the time it is completed and is subject to change at any time, based on the use of line class codes to serve other CLECS and Ameritech retail customers. If AT&T, through a Bona Fide request, orders routing for OS/DA traffic to the AT&T OS/DA platform in a specific Ameritech Indiana end office, Ameritech will re-verify the availability for that office at that time.

Should AT&T submit a BFR order for OS/DA routing to AT&T's OS/DA platform where an existing switch lacks the capacity or capability to provide the routing without software upgrades or construction of additional switching capacity, Ameritech will provide an estimate of the cost to undertake any technically feasible alternative made available by the specific switch vendor, short of complete switch replacement.

With respect to the portion of AT&T's BFR which requests a list of Ameritech's switches, there address and type, this information is available in the Local Exchange Routing Guide (LERG).

In your letter of January 16, 1997, you also asked for clarification regarding your $2,000.00 deposit. Ameritech agrees that the Interconnection Agreement, Schedule 2.2 does not require that you pay (or that Ameritech accept) a deposit that limits AT&T's liability for the costs of developing the initial assessment. The deposit option was offered voluntarily by Ameritech and need not be accepted by AT&T. Under Ameritech's offer, the $2,000.00 deposit and cap applies to each BFR, and since there are five different ones involved here (one for each state) a total deposit and cap of $10,00.00 applies. This is true since different rules and time frames apply to each state. If you wish to decline this offer, Ameritech will process your BFRs under Schedule 2.2 and will bill you its entire costs for the initial 30 day evaluation.

Therefore, Ameritech sees three possible courses of action with respect to the processing of AT&T's BFRs and AT&T's payment to Ameritech for its costs incurred: 1) Ameritech can apply AT&T's initial $2,000.00 deposit to the state of its choice and bill AT&T the full cost of processing its request in the other four states, 2) AT&T can provide a $2,000.00 deposit for each of the other four states (an additional $8,000.00) to limit its liability to $2,000.00 per BFR and Ameritech will refund any surplus over its processing costs or 3) Ameritech will refund AT&T's original $2,000.00 deposit and bill AT&T for all of Ameritech's costs incurred in its initial evaluation of AT&T's BFRs. Please advise Ameritech of the course of action you wish it to pursue within the next five days.

Pending receipt of your instructions for the application of your deposit, Ameritech is only able to indicate that the costs incurred for the initial evaluation of your BFR for Indiana did not exceed $2,000.00. If AT&T authorized Ameritech to proceed in completing the processing of its request, the additional costs for completing this phase of the request are estimated to be no more than $2,907.00 for Indiana.

Since the current capacity of Ameritech's switches can quickly change, this proposal is valid for thirty (30) days from the date hereof, at which time it is automatically withdrawn unless Ameritech has received your signed acceptance. I have enclosed a copy of this letter with an acceptance at the bottom. You must accept Ameritech's above proposal by having an duly authorized manager of AT&T sign the attached acceptance and return it to me. You may also fax a copy to me. If you have any questions or comments, please call me on (810)443-9900.

Sincerely,

Joanne Missig
Bona Fide Request Manager

cc: Bonnie Hemphill

AT&T hereby accepts Ameritech's offer to provide a list of its offices that do not have the current capability to provide OS/DA custom routing in accordance with the above described terms and conditions. By accepting this offer, AT&T agrees to compensate Ameritech for any costs that it has or will incur in ascertaining the capacity of its switches to accommodate AT&T's request and to prepare the requested list, up to the sum of $2,907.00. AT&T may cancel its request at any time by submitting to Ameritech's BFR Manager a written and signed cancellation, in which way AT&T will not be responsible for any further costs incurred by Ameritech after the date that Ameritech's BFR Manager actually receives the written and signed cancellation.

AT&T
By:_____
    (Signature)

_____
    (Name)
Its:_____
    (Title)

Ameritech

February 6, 1997

Ed Cardella
AT&T Communications, Inc.
227 W. Monroe, Suite 20SH11
Chicago, IL 60606

Dear Mr. Cardella:

For the State of Michigan, Ameritech has completed its preliminary analysis of AT&T's Bona Fide Request (BFR) for routing of operator service and directory assistance (OS/DA) traffic originated by AT&T end user customers served by either resale or unbundled local switching to AT&T's OS/DA platform. Per AT&T's request, Ameritech has investigated a method of implementation for each of its central offices which requires duplication of all line class codes utilized by Ameritech to provide service to Ameritech's retail customers. Due to the technology employed and lacking specific information about the configuration of AT&T's network in scenarios utilizing unbundled local switching (ULS), Ameritech expects that ULS will require fewer line class codes than resale.

Ameritech has determined that routing of OS/DA calls originated by AT&T end user customers served by Ameritech switching to AT&T's OS/DA platform in Michigan is currently generally technically feasible from all of Ameritech's switches. However, capacity limitations in some offices may inhibit Ameritech's ability to provide such routing in specific offices, or may require construction or upgrading of the switch software at AT&T expense. Due to the greater number of line class codes required to provide resale services, it may be possible to fulfill AT&T's OS/DA routing requirements for ULS in a given office, but not resale. Further, the circumstances involving a specific switch will change over time, and although it maybe feasible to provide OS/DA routing to AT&T's OS/DA platform from a specific switch today, either construction or software upgrades may be required to increase the switch's capacity to accommodate AT&T's request in the future. There is also a small possibility that AT&T's request may become infeasible in the future.

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If AT&T authorizes Ameritech to proceed with this request, within three weeks from the receipt of AT&T's authorization, Ameritech will provide a list of the end offices for which the OS/DA routing option for resale and/or unbundled local switching is not currently available. This availability analysis is valid at the time it is completed and is subject to change at any time, based on the use of line class codes to serve other CLECS and Ameritech retail customers. If AT&T, through a Bona Fide request, orders routing for OS/DA traffic to the AT&T OS/DA platform in a specific Ameritech Michigan end office, Ameritech will re-verify the availability for that office at that time.

Should AT&T submit a BFR order for OS/DA routing to AT&T's OS/DA platform where an existing switch lacks the capacity or capability to provide the routing without software upgrades or construction of additional switching capacity, Ameritech will provide an estimate of the cost to undertake any technically feasible alternative made available by the specific switch vendor, short of complete switch replacement.

With respect to the portion of AT&T's BFR which requests a list of Ameritech's switches, there address and type, this information is available in the Local Exchange Routing Guide (LERG).

In your letter of January 16, 1997, you also asked for clarification regarding your $2,000.00 deposit. Ameritech agrees that the Interconnection Agreement, Schedule 2.2 does not require that you pay (or that Ameritech accept) a deposit that limits AT&T's liability for the costs of developing the initial assessment. The deposit option was offered voluntarily by Ameritech and need not be accepted by AT&T. Under Ameritech's offer, the $2,000.00 deposit and cap applies to each BFR, and since there are five different ones involved here (one for each state) a total deposit and cap of $10,00.00 applies. This is true since different rules and time frames apply to each state. If you wish to decline this offer, Ameritech will process your BFRs under Schedule 2.2 and will bill you its entire costs for the initial 30 day evaluation.

Therefore, Ameritech sees three possible courses of action with respect to the processing of AT&T's BFRs and AT&T's payment to Ameritech for its costs incurred: 1) Ameritech can apply AT&T's initial $2,000.00 deposit to the state of its choice and bill AT&T the full cost of processing its request in the other four states, 2) AT&T can provide a $2,000.00 deposit for each of the other four states (an additional $8,000.00) to limit its liability to $2,000.00 per BFR and Ameritech will refund any surplus over its processing costs or 3) Ameritech will refund AT&T's original $2,000.00 deposit and bill AT&T for all of Ameritech's costs incurred in its initial evaluation of AT&T's BFRs. Please advise Ameritech of the course of action you wish it to pursue within the next five days.

Pending receipt of your instructions for the application of your deposit, Ameritech is only able to indicate that the costs incurred for the initial evaluation of your BFR for Michigan did not exceed $2,000.00. If AT&T authorized Ameritech to proceed in completing the processing of its request, the additional costs for completing this phase of the request are estimated to be no more than $7,514.00 for Michigan.

Since the current capacity of Ameritech's switches can quickly change, this proposal is valid for thirty (30) days from the date hereof, at which time it is automatically withdrawn unless Ameritech has received your signed acceptance. I have enclosed a copy of this letter with an acceptance at the bottom. You must accept Ameritech's above proposal by having an duly authorized manager of AT&T sign the attached acceptance and return it to me. You may also fax a copy to me. If you have any questions or comments, please call me on (810)443-9900.

Sincerely,

Joanne Missig
Bona Fide Request Manager

cc: Bonnie Hemphill

AT&T hereby accepts Ameritech's offer to provide a list of its offices that do not have the current capability to provide OS/DA custom routing in accordance with the above described terms and conditions. By accepting this offer, AT&T agrees to compensate Ameritech for any costs that it has or will incur in ascertaining the capacity of its switches to accommodate AT&T's request and to prepare the requested list, up to the sum of $7,514.00. AT&T may cancel its request at any time by submitting to Ameritech's BFR Manager a written and signed cancellation, in which way AT&T will not be responsible for any further costs incurred by Ameritech after the date that Ameritech's BFR Manager actually receives the written and signed cancellation.

AT&T
By:_____
    (Signature)

_____
    (Name)
Its:_____
    (Title)

Ameritech

February 6, 1997

Ed Cardella
AT&T Communications, Inc.
227 W. Monroe, Suite 20SH11
Chicago, IL 60606

Dear Mr. Cardella:

For the State of Ohio, Ameritech has completed its preliminary analysis of AT&T's Bona Fide Request (BFR) for routing of operator service and directory assistance (OS/DA) traffic originated by AT&T end user customers served by either resale or unbundled local switching to AT&T's OS/DA platform. Per AT&T's request, Ameritech has investigated a method of implementation for each of its central offices which requires duplication of all line class codes utilized by Ameritech to provide service to Ameritech's retail customers. Due to the technology employed and lacking specific information about the configuration of AT&T's network in scenarios utilizing unbundled local switching (ULS), Ameritech expects that ULS will require fewer line class codes than resale.

Ameritech has determined that routing of OS/DA calls originated by AT&T end user customers served by Ameritech switching to AT&T's OS/DA platform in Ohio is currently generally technically feasible from all of Ameritech's switches. However, capacity limitations in some offices may inhibit Ameritech's ability to provide such routing in specific offices, or may require construction or upgrading of the switch software at AT&T expense. Due to the greater number of line class codes required to provide resale services, it may be possible to fulfill AT&T's OS/DA routing requirements for ULS in a given office, but not resale. Further, the circumstances involving a specific switch will change over time, and although it maybe feasible to provide OS/DA routing to AT&T's OS/DA platform from a specific switch today, either construction or software upgrades may be required to increase the switch's capacity to accommodate AT&T's request in the future. There is also a small possibility that AT&T's request may become infeasible in the future.

If AT&T authorizes Ameritech to proceed with this request, within three weeks from the receipt of AT&T's authorization, Ameritech will provide a list of the end offices for which the OS/DA routing option for resale and/or unbundled local switching is not currently available. This availability analysis is valid at the time it is completed and is subject to change at any time, based on the use of line class codes to serve other CLECS and Ameritech retail customers. If AT&T, through a Bona Fide request, orders routing for OS/DA traffic to the AT&T OS/DA platform in a specific Ameritech Ohio end office, Ameritech will re-verify the availability for that office at that time.

Should AT&T submit a BFR order for OS/DA routing to AT&T's OS/DA platform where an existing switch lacks the capacity or capability to provide the routing without software upgrades or construction of additional switching capacity, Ameritech will provide an estimate of the cost to undertake any technically feasible alternative made available by the specific switch vendor, short of complete switch replacement.

With respect to the portion of AT&T's BFR which requests a list of Ameritech's switches, there address and type, this information is available in the Local Exchange Routing Guide (LERG).

In your letter of January 16, 1997, you also asked for clarification regarding your $2,000.00 deposit. Ameritech agrees that the Interconnection Agreement, Schedule 2.2 does not require that you pay (or that Ameritech accept) a deposit that limits AT&T's liability for the costs of developing the initial assessment. The deposit option was offered voluntarily by Ameritech and need not be accepted by AT&T. Under Ameritech's offer, the $2,000.00 deposit and cap applies to each BFR, and since there are five different ones involved here (one for each state) a total deposit and cap of $10,00.00 applies. This is true since different rules and time frames apply to each state. If you wish to decline this offer, Ameritech will process your BFRs under Schedule 2.2 and will bill you its entire costs for the initial 30 day evaluation.

Therefore, Ameritech sees three possible courses of action with respect to the processing of AT&T's BFRs and AT&T's payment to Ameritech for its costs incurred: 1) Ameritech can apply AT&T's initial $2,000.00 deposit to the state of its choice and bill AT&T the full cost of processing its request in the other four states, 2) AT&T can provide a $2,000.00 deposit for each of the other four states (an additional $8,000.00) to limit its liability to $2,000.00 per BFR and Ameritech will refund any surplus over its processing costs or 3) Ameritech will refund AT&T's original $2,000.00 deposit and bill AT&T for all of Ameritech's costs incurred in its initial evaluation of AT&T's BFRs. Please advise Ameritech of the course of action you wish it to pursue within the next five days.

Pending receipt of your instructions for the application of your deposit, Ameritech is only able to indicate that the costs incurred for the initial evaluation of your BFR for Ohio did not exceed $2,000.00. If AT&T authorized Ameritech to proceed in completing the processing of its request, the additional costs for completing this phase of the request are estimated to be no more than $5,530.00 for Ohio.

Since the current capacity of Ameritech's switches can quickly change, this proposal is valid for thirty (30) days from the date hereof, at which time it is automatically withdrawn unless Ameritech has received your signed acceptance. I have enclosed a copy of this letter with an acceptance at the bottom. You must accept Ameritech's above proposal by having an duly authorized manager of AT&T sign the attached acceptance and return it to me. You may also fax a copy to me. If you have any questions or comments, please call me on (810)443-9900.

Sincerely,

Joanne Missig
Bona Fide Request Manager

cc: Bonnie Hemphill

AT&T hereby accepts Ameritech's offer to provide a list of its offices that do not have the current capability to provide OS/DA custom routing in accordance with the above described terms and conditions. By accepting this offer, AT&T agrees to compensate Ameritech for any costs that it has or will incur in ascertaining the capacity of its switches to accommodate AT&T's request and to prepare the requested list, up to the sum of $5,530.00. AT&T may cancel its request at any time by submitting to Ameritech's BFR Manager a written and signed cancellation, in which way AT&T will not be responsible for any further costs incurred by Ameritech after the date that Ameritech's BFR Manager actually receives the written and signed cancellation.

<div align="center">

AT&T
By:_____
  (Signature)

_____
  (Name)
Its:_____
  (Title)

</div>

Ameritech

February 6, 1997

Ed Cardella
AT&T Communications, Inc.
227 W. Monroe, Suite 20SH11
Chicago, IL 60606

Dear Mr. Cardella:

For the State of Wisconsin, Ameritech has completed its preliminary analysis of AT&T's Bona Fide Request (BFR) for routing of operator service and directory assistance (OS/DA) traffic originated by AT&T end user customers served by either resale or unbundled local switching to AT&T's OS/DA platform. Per AT&T's request, Ameritech has investigated a method of implementation for each of its central offices which requires duplication of all line class codes utilized by Ameritech to provide service to Ameritech's retail customers. Due to the technology employed and lacking specific information about the configuration of AT&T's network in scenarios utilizing unbundled local switching (ULS), Ameritech expects that ULS will require fewer line class codes than resale.

Ameritech has determined that routing of OS/DA calls originated by AT&T end user customers served by Ameritech switching to AT&T's OS/DA platform in Wisconsin is currently generally technically feasible from all of Ameritech's switches. However, capacity limitations in some offices may inhibit Ameritech's ability to provide such routing in specific offices, or may require construction or upgrading of the switch software at AT&T expense. Due to the greater number of line class codes required to provide resale services, it may be possible to fulfill AT&T's OS/DA routing requirements for ULS in a given office, but not resale. Further, the circumstances involving a specific switch will change over time, and although it maybe feasible to provide OS/DA routing to AT&T's OS/DA platform from a specific switch today, either construction or software upgrades may be required to increase the switch's capacity to accommodate AT&T's request in the future. There is also a small possibility that AT&T's request may become infeasible in the future.

If AT&T authorizes Ameritech to proceed with this request, within three weeks from the receipt of AT&T's authorization, Ameritech will provide a list of the end offices for which the OS/DA routing option for resale and/or unbundled local switching is not currently available. This availability analysis is valid at the time it is completed and is subject to change at any time, based on the use of line class codes to serve other CLECS and Ameritech retail customers. If AT&T, through a Bona Fide request, orders routing for OS/DA traffic to the AT&T OS/DA platform in a specific Ameritech Wisconsin end office, Ameritech will re-verify the availability for that office at that time.

Should AT&T submit a BFR order for OS/DA routing to AT&T's OS/DA platform where an existing switch lacks the capacity or capability to provide the routing without software upgrades or construction of additional switching capacity, Ameritech will provide an estimate of the cost to undertake any technically feasible alternative made available by the specific switch vendor, short of complete switch replacement.

With respect to the portion of AT&T's BFR which requests a list of Ameritech's switches, there address and type, this information is available in the Local Exchange Routing Guide (LERG).

In your letter of January 16, 1997, you also asked for clarification regarding your $2,000.00 deposit. Ameritech agrees that the Interconnection Agreement, Schedule 2.2 does not require that you pay (or that Ameritech accept) a deposit that limits AT&T's liability for the costs of developing the initial assessment. The deposit option was offered voluntarily by Ameritech and need not be accepted by AT&T. Under Ameritech's offer, the $2,000.00 deposit and cap applies to each BFR, and since there are five different ones involved here (one for each state) a total deposit and cap of $10,00.00 applies. This is true since different rules and time frames apply to each state. If you wish to decline this offer, Ameritech will process your BFRs under Schedule 2.2 and will bill you its entire costs for the initial 30 day evaluation.

Therefore, Ameritech sees three possible courses of action with respect to the processing of AT&T's BFRs and AT&T's payment to Ameritech for its costs incurred: 1) Ameritech can apply AT&T's initial $2,000.00 deposit to the state of its choice and bill AT&T the full cost of processing its request in the other four states, 2) AT&T can provide a $2,000.00 deposit for each of the other four states (an additional $8,000.00) to limit its liability to $2,000.00 per BFR and Ameritech will refund any surplus over its processing costs or 3) Ameritech will refund AT&T's original $2,000.00 deposit and bill AT&T for all of Ameritech's costs incurred in its initial evaluation of AT&T's BFRs. Please advise Ameritech of the course of action you wish it to pursue within the next five days.

Pending receipt of your instructions for the application of your deposit, Ameritech is only able to indicate that the costs incurred for the initial evaluation of your BFR for Wisconsin did not exceed $2,000.00. If AT&T authorized Ameritech to proceed in completing the processing of its request, the additional costs for completing this phase of the request are estimated to be no more than $2,741.00 for Wisconsin.

Since the current capacity of Ameritech's switches can quickly change, this proposal is valid for thirty (30) days from the date hereof, at which time it is automatically withdrawn unless Ameritech has received your signed acceptance. I have enclosed a copy of this letter with an acceptance at the bottom. You must accept Ameritech's above proposal by having an duly authorized manager of AT&T sign the attached acceptance and return it to me. You may also fax a copy to me. If you have any questions or comments, please call me on (810)443-9900.

Sincerely,

Joanne Missig
Bona Fide Request Manager

cc: Bonnie Hemphill

AT&T hereby accepts Ameritech's offer to provide a list of its offices that do not have the current capability to provide OS/DA custom routing in accordance with the above described terms and conditions. By accepting this offer, AT&T agrees to compensate Ameritech for any costs that it has or will incur in ascertaining the capacity of its switches to accommodate AT&T's request and to prepare the requested list, up to the sum of $2,741.00. AT&T may cancel its request at any time by submitting to Ameritech's BFR Manager a written and signed cancellation, in which way AT&T will not be responsible for any further costs incurred by Ameritech after the date that Ameritech's BFR Manager actually receives the written and signed cancellation.

AT&T
By:_____
   (Signature)

_____
   (Name)
Its:_____
   (Title)

Information Industry Services
350 North Orleans
Floor 3
Chicago, IL 60654
Office 312 335-6657
Fax 312 335-2927

Ameritech

February 25, 1997

Mr. Eddy Cardella
AT&T Communications, Inc.
227 West Monroe Street
Suite 20SH11
Chicago, Illinois 60606

Dear Mr. Cardella:

I need to make a correction to the letter I sent to you February 24, 1997. The first line of that letter indicates that I am responding to your February 6, 1997 letter to Ms. Joanne Missig. It has been called to my attention that your February 6, 1997 letter was directed, and correctly so, to Ms. Bonnie Hemphill.

I apologize for any inconvenience this error may have caused.

Sincerely,

Bonnie Hemphill
for Ray Thomas

cc: Bonnie Hemphill
        Joanne Missig
        Jane Medlin - AT&T
        Susan Bryant - AT&T

Information Industry Services
350 North Orleans
Floor 3
Chicago, IL 60654
Office 312 335-6657
Fax 312 335-2927

Ameritech

Ray Thomas
General Manager
Sales

February 24, 1997

Mr. Eddy Cardella
AT&T Communications, Inc.
227 West Monroe Avenue
Suite 20SH11
Chicago, Illinois 60606

Dear Mr. Cardella:

This is in response to your letter of February 6, 1997 to Ms. Joanne Missig, requesting that Ameritech clarify its procedures for processing requests for custom routing in conjunction with its resold local exchange and unbundled local switching services. These procedures are specifically governed by Schedule 9.2.3, Section 2.5 and Schedule 9.5, Sections 4.1.4, 4.1.5 and 4.1.7 of our Interconnection Agreements, all of which require that requests for custom routing be processed through the Bona Fide Request (BFR) Process and that "AT&T will pay the applicable recurring and nonrecurring costs of developing providing and maintaining the requested capability." Further, Ameritech's BFR Practice and the BFR Form you signed require that AT&T agree to compensate Ameritech for any costs it incurs in processing this request, including costs of analyzing, developing, and provisioning, or pricing the request . . . ." Thus, there is no ambiguity that AT&T is obligated to submit requests for such custom routing through the BFR Process and to compensate Ameritech for its costs.

However, as an accommodation, in the case of requests for custom routing in conjunction with unbundled local switching that do not involve a significant number of new line class codes (25 or less), Ameritech is willing to process those requests on a normal service order basis. Of course, you are also able to submit those requests as BFRs, if you wish. The reason these orders can be processed as standard service orders is that generally they can be provided using existing software, facilities and equipment in Ameritech's central office without any custom work. As such, custom routing of unbundled local switching can generally be provided at the standard custom routing rates specified in the Interconnection Agreement and Ameritech's unbundled local switching tariffs, and Ameritech will not require AT&T to submit a BFR. Ameritech will advise you if a request for standard custom routing is either not technically feasible in any office, or requires special construction at additional charges. It is important to note that whether or not these requests for custom routing are submitted through the

BFR Process or as standard orders, Ameritech will promptly provide the service in those instances in which it can be provided using existing facilities, equipment and software and in which no additional custom work is required.

In the case of orders for custom routing for resold services, and for unbundled local switching that involve a significant number of line class codes (more than 25), those requests continue to be handled through the BFR Process pursuant to Schedule 2.2 of our Interconnection Agreement. The BFR Process is used since it provides the information necessary to process these more complex requests, including, the specific routing requested and the offices in which it will be deployed so that Ameritech can determine whether the request is technically feasible; the cost to develop, install and provide the requested functionality; and the time frame to provide the requested functionality. Where a order is processed through the BFR Process, rates are based upon Ameritech's costs of processing the request, developing, installing and providing that specific service to you in each case determined in accordance with the application pricing methodology set forth in the Telecommunications Act of 1996.

As your letter recognizes, Ameritech will only deny a request for custom routing if it is not technically feasible to provide the service and, in such cases, Ameritech will be prepared to establish that fact. Ameritech will make the determination of technical feasibility of custom routing on an office-by-office basis. In cases where the current software, facilities or equipment can be upgraded, expanded or modified to meet a request, Ameritech will advise you of the costs associated with designing, installing, implementing and providing the service, including any required upgrades, expansions or modifications.

Ameritech will process all requests for custom routing in an expeditious manner, whether they are submitted as standards orders or BFRs.

Please let me know if you have questions.

Sincerely,

Ray Thomas

cc: Bonnie Hemphill
        Joanne Missig
        Jane Medlin - AT&T
        Susan Bryant - AT&T

Ameritech

April 25, 1997

Ed Cardella
AT&T Communications, Inc.
227 West Monroe Street
Chicago, Illinois 60606

Via FAX

Dear Mr. Cardella:

As described in Ameritech's January 2 letter (from Bonnie Hemphill to
Ed Cardella), Ameritech contracted with its various switch vendors to evaluate each
switch's capacity to support custom routing for OS/DA calls. In making the requests to
its vendors, Ameritech relied upon AT&T's statement in its January 7, 1997 letter that in
a resale environment, "AT&T plans to offer its customers every service which Ameritech
currently offers its own customers." Accordingly, Ameritech had the analyses performed
assuming that it would be necessary to duplicate every existing line class code currently
used in its switches in order to accommodate AT&T's request with respect to resale
service.

As AT&T has correctly indicated, the evaluation of a switch's capacity with respect to
duplication of all line class codes involves evaluation of the interaction of many
individual switch parameters. The lists provided to AT&T in Ameritech's April 3 and
March 10 letters represent the results of the analyses performed by each of the switch
vendors for each switch, based upon full consideration of AT&T's request, various switch
parameters, current utilization and all relevant interactions. A detailed switch-by-switch
list of the single limiting factor for each switch was not provided by the vendor. While
there may not be a single limiting factor for every switch, Ameritech is developing and
will provide AT&T a list of the limiting factor on which it made its determination no later
than May 8, 1997. As also detailed in Ameritech's April 3 and March 10 letters, "this
availability analysis is valid at the time it is completed but line class code availability
may increase or decrease in the future based on changes and circumstances in individual
switches" and any specific requirements of an AT&T order or BFR.

I have reviewed your contention that under the applicable interconnection agreements you
are not responsible to compensate Ameritech for its costs incurred in processing this BFR